



Policy Statement 210.00 SCHEDULE OF RULES AND REGULATIONS

1. **Application for Service.** Each prospective Member desiring electric service may be required to sign Cooperative's standard form of application for service or contract before service is supplied by the Cooperative.
2. **Deposit.** A deposit or suitable guarantee, based on the potential member's credit worthiness, may be required of any Member before electric service is supplied. Cooperative may at its option return deposit to Member after one year. Upon termination of service, deposit may be applied by Cooperative against unpaid bills of Member, and if any balance remains after such application is made, said balance shall be refunded to Member.
3. **Consent to Contact by Cell Phone.** Upon acceptance into membership of the Cooperative, Member gives the Cooperative express prior consent to contact the member at any/all phone numbers, including cell phone numbers (by phone call or text message) for the purpose of notification, collection or discontinuation of service .
4. **Point of Delivery.** The point of delivery is the point, as designated by Cooperative, on Member's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Member at no expense to Cooperative.
5. **Member's Wiring--Standards.** All wiring of Member must conform to Cooperative's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.
6. **Inspections.** Cooperative shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Cooperative's standards; but such inspection or failure to inspect or reject shall not render Cooperative liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Cooperative's rules, or from accidents which may occur upon Member's premises.
7. **Underground Service Lines.** Members desiring underground service lines from Cooperative's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Cooperative on request.
8. **Availability of three-phase service.** Three-phase service is available to residential and commercial customers if the Cooperative's distribution system in the immediate area can provide 3-phase service. Otherwise, an aid to construction payment may be required to extend 3-phase service to customer's premises. Also an aid to construction payment may be required equal to the difference between the Cooperative's investment in 3-phase and single phase service at the requested service voltage.

Members taking 3-phase service shall be responsible for providing any protective equipment required to prevent damage to Member's equipment resulting from "single phasing" conditions that may occur on Cooperative's system during abnormal operating conditions.

9. **Electrical Fluctuations.** Member shall design and operate its facilities so as not to cause unusual fluctuations or disturbances on Cooperative's system. Member shall install and maintain the necessary corrective devices to maintain power quality standards established by applicable ANSI Standards. Harmonic voltage limits shall conform to IEEE Standard 519 Recommended Practices for Harmonic Control in Electrical Power Systems and flicker limits shall conform to IEEE Standard 141, Section 3.9.2.

10. **Member's Responsibility for Cooperative's Property.** All meters, service connections, and other equipment furnished by Cooperative shall be, and remain, the property of Cooperative. Member shall provide a space for and exercise proper care to

protect the property of Cooperative on its premises, and, in the event of loss or damage to Cooperative's property arising from neglect of Member to care for same, the cost of the necessary repairs or replacements shall be paid by Member.

11. **Right of Access.** Cooperative's identified employees or any agents thereof shall have access to Member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Cooperative.
12. **Billing.** Bills will be rendered monthly and shall be paid at the office of Cooperative or at other locations designated by Cooperative. Failure to receive bill will not release Member from payment obligation. Should bills not be paid by due date specified on bill, Cooperative may at any time thereafter, upon five (5) days' written notice to Member, discontinue service. Bills paid after due date specified on bill may be subject to additional charges. Should the due date of bill fall on a Sunday or holiday, the business day next following the due date will be held as a day of grace for delivery of payment.
13. **Discontinuance of Service by Cooperative.** Cooperative may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Member or contract with Member. Cooperative may discontinue service to Member for the theft of current or the appearance of current theft devices on the premises of Member. The discontinuance of service by Cooperative for any causes as stated in this rule does not release Member from the obligation to Cooperative for the payment of minimum bills as specified in application of Member or contract with Member.
14. **Connection, Reconnection, and Disconnection Charges.** Cooperative may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant.
15. **Termination of Contract by Member.** Members who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, or unless Member's power contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Member from any minimum or guaranteed payment under any contract or rate.
16. **Service Charges for Temporary Service.** Members requiring electric service on a temporary basis may be required by Cooperative to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.
17. **Minimum Charges for Seasonal Service.** Members requiring electric service only during certain seasons not exceeding 9 months per year may guarantee a minimum payment for the remaining months equal to the minimum charge applicable in the rate schedule during the Members period of normal operations unless a higher minimum charge is specified in Members power contract.
18. **Load Development Period.** The Cooperative may, at its option, designate up to a four month period during the start-up and testing phase of construction of a large industrial load and during such period Member's actual demand each month will be billed in lieu of the minimum contract demand, provided that no such monthly billing demand shall be less than the billing demand of any preceding month.
19. **Interruption of Service.** Cooperative will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.
20. **Shortage of Electricity.** In the event of an emergency or other condition causing a shortage in the amount of electricity for Cooperative to meet the demand on its system, Cooperative may, by an allocation method deemed equitable by Cooperative, fix the amount of electricity to be made available for use by Member and/or may otherwise restrict the time during which Member may make use of electricity and the uses which Member may make of electricity. If such actions become necessary, Member may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Member fails to comply with such allocation or restriction, Cooperative may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled Interruption of Service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.
21. **Voltage Fluctuations Caused by Member.** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Cooperative's system, including, but not limited to, the provisions contained in the Section entitled Electrical

- Fluctuations.** Cooperative may require Member, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
22. **Additional Load.** The service connection, transformers, meters, and equipment supplied by Cooperative for each Member have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Cooperative. Failure to give notice of additions or changes in load, and to obtain Cooperative's consent for same, shall render Member liable for any damage to any of Cooperative's lines or equipment caused by the additional or changed installation.
 23. **Standby and Resale Service.** All purchased electric service (other than emergency or standby service) used on the premises of Member shall be supplied exclusively by Cooperative, and Member shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof without the written consent of Cooperative for cogeneration by member.
 24. **Notice of Trouble.** Member shall notify Cooperative immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
 25. **Non-Standard Service.** Member shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
 26. **Meter Tests.** Cooperative will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Cooperative will make additional tests or inspections of its meters at the request of Member. If tests made at Member's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Member's bill, and Cooperative's standard testing charge will be paid by Member. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Member's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Cooperative.
 27. **Relocation of Facilities.** Cooperative shall, at the request of Member, relocate or change existing Cooperative-owned equipment, if it is practical to do so. Member shall reimburse Cooperative for such changes at actual cost including appropriate overheads.
 28. **Billing Adjusted to Standard Periods.** The charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts and final billings of all accounts where the period covered by the billing involves fractions of a month, the demand charges, other charges designed primarily to recover fixed costs, and the member charges will be adjusted to a basis proportionate with the period of time during which service is extended.
 29. **Scope.** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Cooperative, and applies to all service received from Cooperative, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Cooperative's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Cooperative.
 30. **Revisions.** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.
 31. **Conflict.** In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

AMENDMENTS

Approved by the Board of Trustees December 21, 2009 – Effective January 1, 2010